



# **Agreement of Partnership**

# between

Indian Institute of Technology Kanpur

and

Technische Universität München, Germany

on Academic and Research Collaboration

#### Preamble

The Indian Institute of Technology Kanpur (IITK) and the Technische Universität München (TUM) are mutually interested in enlarging and broadening their cooperation and establishing collaboration in academic and research-related activities.

The two institutions have discussed the furtherance of these interests and now record their mutual understanding as follows:

#### Article I

The scope of collaboration on academic and research activities included in this General Agreement encompasses the following categories:

- 1. Research collaboration in areas of mutual interest to both parties with main focus on Engineering Sciences and business.
- 2. Exchange of scientific materials which are made available by both parties.
- 3. Exchange of faculty members.
  - a. Both universities undertake to care, as far as possible, for the needs of visitors from the partner university and to assist them in finding suitable accommodation.
  - b. The home university will continue to pay the salary of members of staff during their stay abroad. The receiving university will make no salary payments to the visiting member of staff. Both partners will make efforts to compensate members of staff for any extra expenditure which incur.
  - c. The home university or the member of staff personally will be responsible for any travel expenses.
- 4. Sponsorship of co-operative seminars, workshops, and other scientific meetings on matters of mutual interest as well as nurturing joint-venture start-up companies.
- 5. Both universities will participate in the exchange program. This includes exchange of students with leading Asian Universities and consists of exchange study visit or exchange study visit along an industrial internship. The student will be required to search for an internship on their own.
  - a. No tuition fees will be charged by the receiving university.
  - b. The home university is responsible for the testing of the exchange students' foreign language skills.

- c. The exchange students will remain enrolled at their home. The students will be enrolled at the receiving university for their entire stay abroad including internship.
- d. Travel costs, living expenses and the costs of medical insurance will be borne by the exchange student.
- e. The receiving institution will assist the students in their search for suitable accommodation.

# Article II

In order to carry out activities as stated in Article I, detailed plans will be formed as necessary following consultation between the two institutions and the appropriate schools, faculties, or other divisions of said institutions. Projects to be conducted are covered in Appendices to this Agreement, which shall be signed by both parties, and become integral parts of this Agreement.

## Article III

- 1. The co-ordinator Office of IITK for the implementation of this General Agreement will be Office of Dean: Resource Planning & Generation (DRPG). The co-ordinator of TUM for the implementation of this General Agreement will be the representative for Asia and the TUMexchange (LAOTSE) program in the International Office.
- 2. The final agreement and implementation of any project will be dependent upon the availability of guaranteed support funds. Participating faculty members of IITK and TUM will propose joint projects to sponsoring institutions.
- 3. All intellectual property solely conceived and/or developed by TUM during the course of this Agreement shall be owned by TUM. All intellectual property solely conceived and/or developed by IITK during the course of this Agreement shall be owned by IITK. Intellectual property jointly conceived and /or developed by TUM and IITK will be jointly owned by TUM and IITK. Each party may use such property for research and scholarly purposes. TUM and IITK agree to collaborate towards the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.
- 4. Neither IITK nor TUM will be responsible or held liable for the actions of the other party for any activity under this Agreement. Furthermore, neither party shall be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates.

## Article IV

- 1 This General Agreement is effective as to the date of execution by the appropriate officer of each signatory institution for a period of five years.
- 2. This General Agreement may be amended at any time by mutual consent and in writing and shall continue in force and effect for five years and can be extended by mutual consent of both parties.

Executed for the IITK

Director

DIRECTOR

Prof. Sanjay G. Dhande

Date:

Executed for the

Technische Universität München

President

Prof. Dr. Wolfgang A. Herrmann

Date: Febr. 17, 2011,